

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES WITH PAGE SOUTHERLAND PAGE, INC. FOR ADDISON AIRPORT CUSTOMS AND BORDER PROTECTION SITE AND ALTERNATIVES COST ANALYSIS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement for architectural engineering services between the Town of Addison, Texas and Page Southerland Page, Inc. for Addison Airport customs and border protection site and alternatives cost analysis, attached hereto as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement and utilize the services contemplated therein by approving work orders under the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 28th day of February, 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS (TOWN)
AND
PAGE SOUTHERLAND PAGE, INC.**

FOR

PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES

Made as of the ____ day of _____ in the year 2017,

BETWEEN the Town: The Town of Addison, Texas
16801 Westgrove Drive
Addison, Texas 75001
Telephone: (972) 450-7001

and the Consultant: Page Southerland Page, Inc.
1100 Louisiana,
Suite One
Houston, Texas 77002
Telephone: 713-871-8484

for the following Project: Airport Customs and Border Protection Site and
Alternatives Cost Analysis

The Town and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and **Page Southland Page, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, professional architectural and engineering services for the analysis of site and cost alternatives for a Customs and Border Protection facility at Addison Airport in the Town of Addison, Texas; hereinafter referred to as "Project"; and

WHEREAS, the Consultant desires to render such professional engineering services for the Town upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional architectural and engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison City Manager or designee, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison Town Council's authorization for the Addison City Manager to execute said change order.
 - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER, OR DESIGNEE.**
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified in **Exhibit "A"**.

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges the performance of services under this Agreement shall be in accordance with mutually agreed upon schedule as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B."

ARTICLE 2 THE TOWN'S RESPONSIBILITIES

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town's behalf with respect to the Project (the "Project Manager"). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Type of Payment Basis not to exceed, **Eighty Thousand Three Hundred Dollars (\$80,300)** ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B." **The final five percent (5%) of the Consultant's Fee shall not be paid until the Consultant has completed all of the services described in Exhibit "A" and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit "A."**
- 3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted by the Town prior to payment of the **final five percent (5%) of the Consultant's Fee**. The electronic formatting shall be consistent with the standards established in Town of Addison

Guidelines for Computer Aided Design and Drafting ("CADD"). Record Documents and/or "As-Built" documents are not applicable to the Project scope and are therefore NOT considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between Town and Construction Contractor** – intentionally omitted.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – intentionally omitted.

3.2 **Direct Expenses – Direct Expenses are included in the Consultant's Fee** as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations that are not provided for or contemplated in the Scope of Services described in Exhibit "A."

3.3.2 Additional drafts and revisions to the Project that are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.

- 3.3.3 Additional copies of final reports and construction plans that are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.4 Photography, professional massing models that are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.
- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town on a monthly basis in proportion to services performed (% complete) related to the individual tasks listed in Exhibit "B." On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a

corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

**ARTICLE 4
OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the Town** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. Upon executing an agreed upon Release and Transfer of Electronic Files agreement, City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten

(10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, Town of Addison

Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit "F," such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated on the Affidavit, attached hereto as Exhibit "E" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "E".

Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "F" and incorporated herein for all purposes.

If the Agreement is required to go to the City Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the City's execution of this Agreement.

Notwithstanding the foregoing, the Town's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers.

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**ARTICLE 9
DISPUTE RESOLUTION / MEDIATION**

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

**ARTICLE 10
INDEMNITY**

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION,

AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY TOWN OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Consultant agrees that all notices or communications, including invoices to Town permitted or required under this Agreement shall be delivered to Town at the following addresses:

Director of Infrastructure and Development Services
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

If such notices and communications are mailed, they shall be mailed to the following address:

Director of Infrastructure and Development Services
P.O. Box 9010
Addison, Texas 75001

Town agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Page Southerland Page Inc.
1100 Louisiana Suite One
Houston, TX 77002

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit "A," Scope of Services.

12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit "C," Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit "E," Affidavit.

12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

12.1.9 Exhibit "G", Release and Transfer of Electronic Files.

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as

provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Page Southerland Page, Inc.

By: 
Jeffrey Mechlem, Jr., Vice President

Date: 10 Feb. 2017

Professional Services Agreement
(Page Southerland Page, Inc.)

STATE OF TEXAS

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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2017.

Notary Public In and For the State of Texas
My commission expires: _____

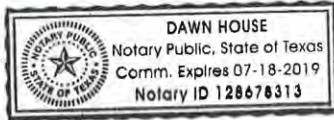
STATE OF Texas

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COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jeffrey Mechlem, Jr.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of February, 2017.



Dawn House
Notary Public In and For the State of Texas
My commission expires: July 18, 2019

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Page Southerland Page, Inc. (Consultant)
to perform Professional Architectural and Engineering Services

I. PROJECT DESCRIPTION/SCOPE OF SERVICES

See attached professional services proposal by Page Southerland Page, Inc., dated February 6, 2017.



TEL 713 871 8484
FAX 713 871 8440

Page Southerland Page, Inc.
1100 Louisiana Street, Suite One
Houston, Texas 77002
pagethink.com

Arturo Chavez, AIA
Senior Principal

February 6, 2017

Mr. Wil Newcomer, CPPB
Purchasing Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001

Re: Addison Airport (ADS) Customs and Border Protection
Site and Alternatives Cost Analysis
Project No: 417012

Dear Mr. Newcomer,

Thank you for the opportunity to submit our fee proposal for professional services for the Addison Airport (ADS) Customs and Border Protection Site and Alternatives Cost Analysis project (Project) in Addison, TX. This letter will act as a fee proposal between the Town of Addison (Owner) and Page Southerland Page, Inc. (Architect). Upon approval, we intend to execute an Owner's standard form of agreement, subject to review.

We are extremely excited to be considered for your team on this unique project and ready to start immediately upon execution of an agreement.

Project Understanding

We understand the Project to consist of an analysis of three potential site locations at ADS for the development of a new General Aviation Customs Federal Inspection Services (FIS) facility. The program may also include airport administration offices. The FIS facility must satisfy Customs Border Protection (CBP) facility standards.

The current architectural program includes the following components and estimated areas:

- FIS facility ~3,710 ft² (minimum requirements to meet CBP facility standards to be confirmed)
- Minimum 10,000 ft² heavy concrete apron
- Airport administration offices ~4,000 ft²

The three potential sites and development alternatives to be analyzed are depicted in the attached 'Exhibit A - ADS FIS Site Options' and described below:

- 1) **New stand-alone Customs FIS facility:**
 - JetPort site – assumes demolition of existing JetPort building
 - Mid-Field site – assumes partial or full demolition of existing hangar
 - Southeast Quadrant site – assumes demolition of existing hangar canopies
- 2) **Customs FIS facility co-located with an FBO:**

ARCHITECTURE / ENGINEERING / INTERIORS / PLANNING / CONSULTING
Austin / Dallas / Denver / Houston / San Francisco / Washington DC /
International Affiliate Offices

- No particular site is assumed in the analysis, as this alternative would require an RFP process to all FBOs.
 - No additional conceptual site plans or estimates of probable cost required for this alternative (values for the stand-alone alternatives can be utilized).
- 3) **Customs FIS facility and Airport administration offices at the Mid-Field site**
 - 4) **Renovation of existing JetPort building (~10,000 ft²) to accommodate Customs FIS facility and Airport administration offices**

Scope of Services

BASIC SERVICES

The following basic services are included in the scope of this proposal:

A. **Phase One - Site and Conditions Assessment**

- 1) Review of existing drawings, surveys, assessments, etc. to be provided by Owner.
- 2) **Trip 1, Day 1 of 3:** On-site Project Kick-Off Meeting and Vision Session (2 - 3 hrs)
 - Conduct a brief programming exercise on-site with Owner to confirm the major architectural program requirements for the FIS and airport administration offices.
- 3) **Trip 1, Day 1 of 3 (see E: Stakeholder and Public Engagement for Days 2 and 3 of Trip 1):** Site visit (same day as Project Kick-Off Meeting, max. 3 hours) by architectural, civil, and cost estimating professionals to make visual observations of the three potential sites and existing JetPort facility.
- 4) Site assessment report for Jetport, Midfield, and Southeast Quadrant sites:
 - Description of observable existing site utilities (electrical power, domestic/ waste/ storm/ fire protection water), paving (airside, landside, parking), grading and development restrictions.
 - Identification of observable deficiencies or deferred maintenance situations (if any), recommended mitigation, and recommended action time range (immediate, 1-5 years, 5-10 years, 10+ years).
 - Estimate of probable cost for recommended mitigation and/or new infrastructure to support the Project program.
- 5) Facility improvements cost estimating for the existing JetPort building:
 - Review previous property conditions assessments by others, provided by Owner.
 - Estimate of probable cost for recommended mitigation to support the Project program, based on previous property conditions assessments (Improvements necessary to comply with CBP facility standards will be captured in the Concept Design & Test-Fit phase).
 - Capture estimates of revenue potential (opportunity costs) for site, provided by Owner.
- 6) Draft report review with Owner via web conference:
 - Submit draft report to Owner for review and comment.
 - Incorporate Owner comments.

B. **Phase Two - Concept Design Test-Fits and Cost Analysis**

- 1) Create one (1) conceptual architectural floor plan layout for the FIS and airport administration offices. The floor plan layout will include circulation and spaces identified in the programming exercise and identified in the CBP facility standards.

The intent of the floor plans is to communicate the general scope (building area) and spatial layouts.

- 2) Provide basis of design (BOD) narratives that describe the general components, equipment, systems and materials for the FIS, airport administration offices, and public use facilities. The narratives will encompass architectural, structural, MEP, FP, IT, security, audiovisual (AV), paving and landscape components. Finishes, fixtures, and equipment (FF&E) will be excluded unless requested otherwise.
- 3) Create up to six (6) conceptual site plans that incorporate the six (6) development alternatives identified herein (see the **Project Understanding** section). Each site plan will identify the building footprint to accommodate the concept architectural floor plan layouts, paving, parking, and landscape areas.
- 4) Review of concept floor plan, site plans and narratives with Owner via web conference.
- 5) **Trip 2, Day 1 of 1:** Meet on-site with Owner to review concept site plan alternatives.
- 6) Provide estimates of probable cost for each of the seven (7) site development alternatives. Each estimate of probable cost will reflect information from the site and facilities conditions assessment, conceptual architectural floor plans, BOD narratives, and conceptual site plans.
- 7) Draft review with Owner via web conference:
 - Submit draft floor plans, narratives, and site plans to Owner for review and comment.
 - Incorporate Owner comments and reissue to Owner.

C. Phase Three – Final Report

- 1) Create a draft 'Site and Alternatives Cost Analysis Report' that may include any combination of the following:
 - Summary of the site and alternatives cost analysis process.
 - Description of evaluation criteria considered in the analysis of each site and development alternative.
 - Final concept floor plans, narratives and site plans.
 - Qualitative and quantitative results of the evaluation criteria applied to each of the six (6) development alternatives.
 - Pros and cons for each site and development alternative.
 - Identification of a recommended site and development alternative.
 - Summary of viable strategic funding scenarios to consider, including potential public/ private partnerships.
- 2) **Trip 3, Day 1 of 1:** Draft report review with Owner via web conference:
 - Submit draft report to Owner for review and comment.
 - Incorporate Owner comments and issue a final draft report to Owner.

D. Conceptual Architectural Renderings

- 1) Once a recommended site and development alternative is confirmed with Owner, create one (1) rendered conceptual site plan, one (1) conceptual exterior perspective rendering, and one (1) conceptual interior perspective rendering to be included in the final report.

E. Stakeholder and Public Engagement (Concurrent with Phases One, Two and Three)

- 1) Engagement planning discussion with Owner via web conference prior to Phase One kick-off meeting.
- 2) **Trip 1, Day 1 of 3:** On-site meeting with CBP to present background information and receive FIS planning input.

- 3) **Trip 1, Day 2 of 3:** On-site Facilitated Stakeholder Workshop (1-2 hours) **Vision:**
 - Multiple stakeholders (Town of Addison, Addison Airport, FBOs, other airport tenants and users, FAA, etc.).
 - Present information on the background, process and timeline for the site and alternatives cost analysis.
 - Solicit input for consideration in the analysis – **outline the evaluation.**
- 4) **Trip 1, Day 3 of 3:** Stakeholder Focus Group meetings:
 - Potential audiences include Million Air FBO, Atlantic FBO, unidentified FBO, direct Customs service users, etc.
 - Solicit input for consideration in the analysis – **gather detail to flesh out and refine the evaluation criteria.**
 - Based on the number of focus groups, there may be availability on Day 2 of 3 to meet as well
- 5) **Trip 2, Day 1 of 1:** On-site meeting with CBP to present concept site plan alternatives.
- 6) Document the input from stakeholder and public engagement into the final report
- 7) **Trip 3, Day 1 of 1:** Present final report at Council Meeting.

OPTIONAL ADDITIONAL SERVICES

Services beyond those outlined above can be determined and proposed for additional compensation as mutually agreed, including the following:

- 1) **Full Services Architectural Design and Engineering (Schematic Design, Design Development, Construction Documents and Contract Administration)**
- 2) The production and/or coordination required to produce physical 3D models.
- 3) Renderings, visualization, animation or models prepared for marketing or other Owner use other than what may be provided as part of Basic Services herein.
- 4) Conducting stakeholder and public engagement strategies in addition to those included in Basic Services herein.
- 5) Public relations services, including social media content and management.
- 6) Providing services of consultants or other outside service providers, unless otherwise specifically identified and included herein.
- 7) Participation in meetings and/or workshops beyond the quantities included herein.
- 8) Services offered beyond the schedule duration described herein.

OWNER RESPONSIBILITIES

We understand the Owner will provide the following:

- 1) Coordinate, advertise and schedule all meetings and workshops with the stakeholder representatives and the public, including participants and venues.
- 2) Cover all costs associated with the facilities and refreshments for meetings and workshops with the stakeholder and public engagement meetings.
- 3) Provide any available previous drawings, studies, data, reports, or other documents of existing conditions, masterplans, and future development which may have a direct bearing on the requirements of the Project and that may be reasonably needed for the Project.

ASSUMPTIONS

- 1) Page shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- 2) Site and Facility Conditions Assessments will be generated based on visual observations and information found in existing documentation provided by Owner. No destructive testing or removal of materials will be performed as part of the assessment scope included herein.
- 3) Site and Facility Conditions Assessments DO NOT include environmental, surveying, geotechnical or any other scope that is not defined herein.
- 4) Report deliverables will be provided to Owner in pdf digital format and one (1) copy of letter or 11x17 format with all images and renderings printed in full color.

Schedule

The scope included herein is based on a Project duration of twelve (12) weeks. This duration is subject to change based on the scheduling of stakeholder/ public engagement events and Owner reviews. We are ready to commence with a kick-off meeting upon execution of an agreement, and will work with the Owner to develop a detailed schedule including meetings, workshops and milestones for the phases described herein.

Team

For the scope of services described herein, Page will provide professional services for project management, architectural planning, architectural design, and stakeholder & public engagement.

Below is a brief description of the consultants on the Page Team:

Garver USA (Garver) – Civil, MEP & FP engineering
Sunland Group (Sunland) – Cost Estimating
Vesta Rea & Associates (VRA) – Stakeholder and Public Engagement, technical review
AG&E Structural Engenuity (AG&E) – Structural Engineering

Compensation

BASIC SERVICES

For the professional services as described herein, we propose compensation to be a stipulated sum in the amounts listed below:

A. Phase One - Site and Facility Conditions Assessment	\$12,000
1) Phase One participants include:	
• Page: Project Manager (PM), Facilitator	
• Garver: Sr. PM, PM, Project Engineer	
• Sunland: Sr. PM	
• VRA: Project Advisor	
2) Phase One = approx. 77 cumulative person hours	
B. Phase Two - Concept Design Test-Fits and Cost Analysis	\$31,500

Re: ADS Customs and Border Protection Site and Alternatives Cost Analysis
Project No: 417012

Page/

- 1) Phase Two participants include:
 - Page: Project Manager, Architectural Designer, Designer
 - Garver: Sr. PM, PM, Sr. Project Engineer, Project Engineer
 - Sunland: Sr. PM
 - VRA: Project Advisor
 - AG&E: Sr. PM
- 2) Phase Two = approx. 218 cumulative person hours

C. Phase Three - Final Report **\$7,000**

- 1) Phase Three participants include:
 - Page: Project Manager, Architectural Lead, Designer
 - VRA: Project Advisor
- 2) Phase Three = approx. 61 cumulative person hours

D. Conceptual Architectural Renderings **\$4,800**

- 1) Conceptual Architectural Renderings participants include:
 - Page: Architectural Designer
- 2) Conceptual Architectural Renderings = approx. 40 cumulative person hours

E. Stakeholder and Public Engagement **\$16,500**

- 1) Stakeholder and Public Engagement participants include:
 - Page: Sr. PM, Facilitator
 - VRA: Project Advisor
- 2) Stakeholder and Public Engagement = approx. 106 cumulative person hours

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be in addition to the compensation above and include transportation, lodging, meals associated with travel, courier services, postage and delivery charges, printing and reproduction costs, expense of models requested by the Client, and automobile travel.

All payments for reimbursable expenses to be made by Owner shall be increased by the addition of applicable Sales and Use Taxes, if any. Mileage charges for automobiles shall be at the prevailing rate established by the United States Internal Revenue Service (IRS).

Internal printing and plotting rates:

Black and white copies (8.5 x 11 and 11 x 17) will be charged at \$0.05 each. Black and white plots (larger than 11 x 17) will be charged at a rate of \$12.00 per plot.

Color copies will be charged at a rate of \$2.00 per 8.5 x 11 and \$4.00 per 11 x 17. Color copies larger than 11 x 17 will be charged at a ratio of \$2.00 per 93.5 sq. in.

We estimate reimbursable expenses not to exceed: **\$8,500.**



ADDITIONAL SERVICES

Compensation for Additional Services rendered by Page's and Page's Consultants' personnel shall be based upon the hourly billing rates for Page's and Consultant's personnel, or as otherwise agreed.

TBAE Statement

The Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as architects in the State of Texas under the Architect's Registration Law, Texas Civil Statutes, Article 249.

The Texas Board of Architectural Examiners
P.O. Box 12337
Austin, Texas 78711-2337
OR
333 Guadalupe
Suite 2-350
Austin, Texas 78701-3942

Thank you for considering Page for part of your team for this project. We look forward to the opportunity to work with you. Please contact us at your convenience with any questions or comments.

Sincerely,

Arturo Chavez, AIA
Executive Vice President

Cc: Lisa Pyles (Town of Addison)
Jeff Mechlem AIA, John Littlejohn (Page)

Attachment: Exhibit A – ADS FIS Site Options
Exhibit B – ADS FIS Meeting Schedule Outline

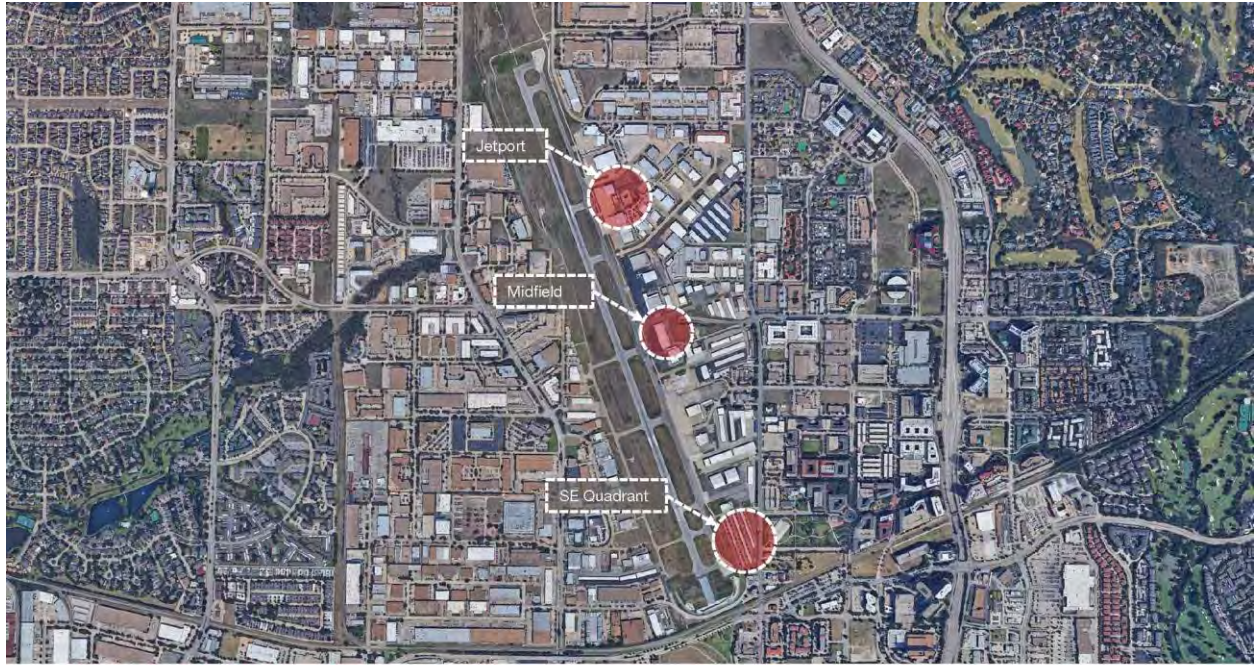


Exhibit A - ADS FIS Site Options 1/23/2017

Exhibit B - ADS FIS Meeting Schedule Outline

2/1/2017

PHASE 1	Trip 1	Day 1	Kick-Off/ Programming (Jeff Mechlem, John Littlejohn, Jaime F, Vesta Rea) Site Assessment (Jeff M, Design Team) Stakeholder Focus Groups (Vesta R, Jamie F, Jeff M, John L)
		Day 2	Stakeholder Workshop (Vesta R, Jamie F, Jeff M, John L) Stakeholder Focus Groups (Vesta R, Jamie F, Jeff M, John L)
		Day 3	CBP Meeting (Jeff M, Vesta R)
PHASE 2	Trip 2	Day 1	Review Site Concept Alternatives (Jeff M, Vesta R) CBP Meeting + Stakeholder Focus Groups (Jeff M, Vesta R)
PHASE 3	Trip 3	Day 1	City Council Presentation (Jeff M)

EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

Tasks	Fee
Phase One – Site Conditions Assessment	\$12,000
Phase Two – Concept Design Test-Fits and Cost Analysis	\$31,500
Phase Three – Final Report	\$7,000
Conceptual Architectural Renderings	\$4,800
Stakeholder and Public Engagement	\$16,500
Total Fees (Lump Sum):	\$71,800
Total Reimbursable Expenses Not to Exceed:	\$8,500
Total Fee	\$80,300
<i>TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)</i>	\$ 80,300

EXHIBIT "C"
**TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town, unless the charges are in connection with the scope of services described in Exhibit "A" AND related to travel to the Project site from a Consultant's place of business that is located beyond fifty (50) miles from the Project site. Toll road subscriptions are not reimbursable. Toll plaza receipts are not reimbursable, unless the charges are in connection with the scope of services described in Exhibit "A" AND related to travel to the Project site from a Consultant's place of business that is located beyond fifty (50) miles from the Project site. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.

C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress. Consultant shall make arrangements with the Town for prior approval of commercial reproduction rates prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents. Consultant shall make arrangements with the Town for prior approval of commercial reproduction rates prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, unless the charges are in connection with the scope of services described in Exhibit "A" AND related to travel to the Project site from a Consultant's place of business that is located beyond fifty (50) miles from the Project site, and then only reimbursable for the actual cost subject to compliance with the Town's

currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT "D"
TOWN OF ADDISON PROFESSIONAL SERVICES/CONSULTANT
INSURANCE GUIDELINES

REQUIREMENTS

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

	TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1.	Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	CITY OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII rated or above.
2.	Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII rated or above.
3.	Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be faxed to the Purchasing Department: **972-450-7074** or emailed to: purchasing@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately, or no later than thirty (30) days, notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor, except that Vesta Rea and Associates requirements for Worker's Compensation Liability is reduced to \$500,000 each for each accident, disease policy limits, and disease for each employee. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid#: Airport Customs and Border Protection Site and Alternatives Cost Analysis/ Contract 17-25

Company: Page Southerland Page, Inc.

Printed Name: Jeffrey Mechlem Jr., AIA

Signature:  _____ Date: 10 Feb. 2017

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS

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THE COUNTY OF DALLAS

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I, Jeffrey Mecklem, Jr., a member of Page Southland Pegasus, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: _____
- None of the Above.

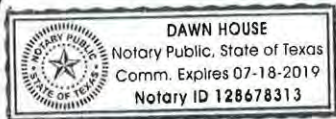
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 10th day of February, 2017.

[Signature], Vice President
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Jeffrey Mecklem Jr. and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 10th day of February, 2017.



Dawn House
Notary Public in and for the State of Texas
My commission expires: July 18, 2019

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	OFFICE USE ONLY <hr/> Date Received
<p>1. Name of person who has a business relationship with local governmental entity.</p> <p align="center"><i>Jeffrey Mechlem, Jr.</i></p>	
<p>2. Check this box if you are filing an update to a previously filed question <input type="checkbox"/></p> <p><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small></p>	
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Local Government Officer</p> <p><small>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

4. Signature of person doing business with the governmental entity Date:


Signature

10 Feb 2017
Date

Local Government Officers Town of Addison, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Todd Meier

Council
Members:

Al Angel, Council Member
Jim Duffy, Council Member
Bruce Arfsten, Council Member
Paul Walden, Council Member
Ivan Hughes, Council Member
Dale Wilcox, Council Member

City Manager: Wesley S. Pierson



EXHIBIT "G"

Release and Transfer of Electronic Files

Project	ADS CBP Site and Cost Analysis	Project No.	417012
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Dear Town of Addison:

At your request, Page Southerland Page, Inc. ("Page") will provide electronic files containing data that represent drawings, documents, building models, or other construction aspects of the Project referenced above ("Project") for your convenience and use subject to the following terms and conditions of this agreement ("Release"):

These electronic files are released under the authority of Page who maintains the original files.

The undersigned ("Recipient") agrees to assume all responsibility for any modification to, or use of the electronic files released hereunder, and Recipient shall require similar agreements from other users of the electronic files, including without limitation [Recipient's] subcontractors and consultants.

THE ELECTRONIC FILES ARE NOT CONTRACT DOCUMENTS, NOR ARE THEY REPRESENTED TO BE ACCURATE REPRESENTATIONS OF THE CONTRACT DOCUMENTS. WE MAKE NO REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF THE ELECTRONIC FILES.

By releasing these electronic files, Page does not convey any ownership right in the content provided, nor in the software used to generate the content. Unless otherwise granted in a separate license, any subsequent right to use, modify, or further transmit the electronic files is specifically limited to the uses necessary for the design, coordination and construction of the Project, and nothing contained in this Release conveys any other right to use the electronic files for another purpose.

Page's electronic files are typically provided in AutoDesk AutoCAD (.dwg, .dwt) format or Autodesk Revit format (.rvt), but may also include bitmap formats (such as .jpg, .tiff, or .bmp), Adobe Acrobat (.pdf) files, SketchUp (.skp) files, or other common file formats suitable for electronic representation of the Project. Page makes no representation as to the compatibility of these files with Recipient's hardware or software. System settings, file settings or software settings may be required to reflect the content in its originally intended format, and may not be provided with the files. These files may contain references to content separate from the file, which may not be included, due to its proprietary nature or other reason, at Page's discretion.

Under no circumstances shall delivery of the electronic files for use by Recipient or by others be deemed a sale by Page, and Page makes no warranties, either express or implied, of suitability or fitness for any particular purpose. In no event shall Page be liable for any loss of profit or any consequential damages—including, without limitation, damages for delays, loss of income, or increases in project costs, operating costs or overhead—as a result of your use or reuse of these electronic files.

Recipient represents to PageSoutherlandPage that all use will be consistent with the statutes, rules, and regulations of all governmental authorities having jurisdiction over the Project, the electronic files, and all related licensed, professional practices.



EXHIBIT "G"

If you agree with the above terms and conditions, please sign below and return the executed original to Jeffrey Mechlem, Page Southerland Page, Inc., 1100 Louisiana Suite One Houston, TX 77002 or jmechlem@pageshink.com.

Page Southerland Page, Inc.

Town of Addison
P.O. Box 9010
Addison, TX 75001

(Signature)

(Signature)

Jeffrey Mechlem AIA, Principal

(Printed Name, Title)

(Printed Name, Title)

13 February 2017

(Date)

(Date)